

BellSouth Telecommunications, Inc.
TRA Docket 97-00309
AT&T's Second Data Requests
Dated March 6, 1998
Item No. 11
Page 1 of 1

REQUEST: In the majority of cases in which a residential POTS customer with analog service discontinues service because he or she has moved, does BellSouth physically remove any facilities (e.g., cross-connections) in order to disconnect the service? If so, the physical work done solely to accomplish disconnection, or is it performed to accomplish some other task?

RESPONSE: No.

ATTACHMENT 15

NEXTLINK TENNESSEE, LLC
TRA DOCKET NO. 97-00309
DIRECT TESTIMONY OF LISA DICKINSON

REC'D
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CLERK OF THE
EXECUTIVE SECRETARY

BEFORE THE TENNESSEE REGULATORY AUTHORITY

DOCKET NO. 97-00309

Re: *BellSouth Telecommunications, Inc's Entry Into Long Distance (InterLATA) Service in Tennessee Pursuant to Section 271 of the Telecommunications Act of 1996*

DIRECT AND REBUTTAL TESTIMONY OF LISA DICKINSON

ON BEHALF OF NEXTLINK TENNESSEE, L.L.C.

I. INTRODUCTION

Q. PLEASE STATE YOUR NAME, ADDRESS AND POSITION WITH NEXTLINK TENNESSEE, L.L.C.

A. My name is Lisa Dickinson. I am a Regional Customer Care Manager with NEXTLINK Tennessee, L.L.C. ("NEXTLINK"). I have been employed by NEXTLINK since August, 1995, and am responsible for ensuring that NEXTLINK provides quality service to its customers throughout Tennessee and NEXTLINK's Southeast Region.

Q. WHAT IS NEXTLINK?

A. NEXTLINK is a facilities-based competitive local exchange carrier ("CLEC"). It uses unbundled loops and other network elements and services purchased from BellSouth in conjunction with its own fiber network and state of the art switches to provide local exchange service in competition with BellSouth.

available to accomplish the transfer. In some circumstances, a BellSouth technician is also needed outside the central office to complete the cutover.

Because coordination is required among several parties, it is important that all parties adhere to the scheduled time for provisioning as promised by BellSouth in its FOC. In fact, the contract between NEXTLINK and BellSouth requires BellSouth to complete the cutover within one hour of the time scheduled in the FOC. If this does not occur, the customer will be inconvenienced and NEXTLINK will not be able to provide the high quality service it promises to its customers.

Q. HOW LONG DOES IT TYPICALLY TAKE BELL SOUTH TO PROVISION AN UNBUNDLED LOOP ONCE IT ACCEPTS AN ORDER AND ASSIGNS A FOC?

A. BellSouth agreed in its contract with NEXTLINK to provision all unbundled loop orders within seven business days. BellSouth has not abided by this agreement. Instead, BellSouth has established target provisioning intervals for unbundled loops. Under these provisioning intervals, BellSouth attempts to fill a loop order for one to five loops within five business days. The target provisioning interval for six to fourteen loops in an order is seven business days. NEXTLINK must negotiate with BellSouth for a provisioning date on any order that involves more than fifteen loops.

BellSouth's actual performance in provisioning unbundled loops has varied over the time NEXTLINK has been doing business with BellSouth. According to information BellSouth has provided in response to data requests, the actual time required by BellSouth to provision unbundled loops to NEXTLINK has ranged from 6.04 business days per unbundled loop order (in February 1998) to 12.41 average days per order (in November 1997). See BellSouth's Response to NEXTLINK's Second Data Request, Item No. 60.

Q. IS THIS PERFORMANCE ACCEPTABLE TO NEXTLINK?

A. No, BellSouth's performance in the time required provision unbundled loops is not acceptable. BellSouth itself can provide service to a customer within a day or two of the customer's first call to BellSouth. It takes NEXTLINK a day just to find out whether one of its orders has been accepted. Only rarely can NEXTLINK provide service to a customer in less than four business days. NEXTLINK must often make its customer wait seven or more business days before the transfer can occur.

BellSouth appears able to reclaim a customer who wishes to return to BellSouth from NEXTLINK much more quickly than NEXTLINK can provide service to the same customer. In NEXTLINK's experience, it typically takes BellSouth only two or three days to provide service to a customer it wins back from NEXTLINK. It is clear from this treatment that BellSouth does not provide NEXTLINK with nondiscriminatory access to unbundled loops.

Q. HAS NEXTLINK ALSO HAD DIFFICULTIES IN OBTAINING COOPERATION FROM BELL SOUTH IN COORDINATING CUTOVERS TO AVOID CUSTOMER INCONVENIENCE?

A. Yes, NEXTLINK has had longstanding difficulties in coordinating cutovers with BellSouth. NEXTLINK employees have spent countless hours communicating with BellSouth in a seemingly never-ending series of meetings, telephone calls and e-mail in an attempt to obtain adequate provisioning service from BellSouth. It seems that whenever one provisioning problem is solved, another crops up. The end result is that a substantial percentage of NEXTLINK's cutovers do not occur as scheduled. NEXTLINK itself is at fault for some of the failed cutovers. Most of the time, however, customers are not transferred as scheduled due to BellSouth's problems and errors.

Q. PLEASE DESCRIBE THESE PROBLEMS IN CUTOVER COORDINATION IN MORE DETAIL.

A. Problems in obtaining cutovers as scheduled started as soon as NEXTLINK began ordering unbundled loops from BellSouth. As an example, I have attached a BellSouth document BellSouth dated April 11, 1997, describing some of the problems NEXTLINK had on its very early orders to BellSouth. Exhibit 1 describes problems with the availability of BellSouth technicians to work on cutovers as scheduled, failures by BellSouth to notify NEXTLINK of the status of orders, and clerical errors by BellSouth in processing orders that result in loss of

service for the customer. During the time since April of 1997, NEXTLINK has experienced these and similar errors on a substantial percentage of its orders to BellSouth.

NEXTLINK employees have spent countless hours in attempting to obtain resolution of these problems. The response from BellSouth has been slow. For example, BellSouth has on several occasions failed to cutover a NEXTLINK customer as scheduled because it has scheduled the cutover at the same time as it has also scheduled backing up computer tapes in the central office where the cutover is to occur. As early as November 5, 1997, I requested an explanation from BellSouth as to why this was happening and how BellSouth intended to fix the problem. See Exhibit 2. BellSouth promised to review the problem. Since that time, I have raised this issue in a number of meetings and telephone conferences with BellSouth representatives. Nevertheless, there is still no resolution for this problem, and BellSouth continues to miss or severely delay promised cutover dates and times because of back-up taping. See Exhibit. 3.

Q. YOU HAVE INDICATED THAT ONE OF THE PROBLEMS NEXTLINK HAS HAD WITH BELL SOUTH IS AN UNAVAILABILITY OF BELL SOUTH TECHNICIANS TO MAKE THE CUTOVER AS SCHEDULED. CAN YOU DESCRIBE THIS PROBLEM IN MORE DETAIL?

A. As I have indicated above, cutovers require coordination among one or more BellSouth technicians, the NEXTLINK customer, a NEXTLINK Project

Coordinator and a NEXTLINK technician. Frequently, a BellSouth technician will be unavailable to perform the cutover as scheduled because the technician has no record of the scheduled cutover or because the technician is performing other work for BellSouth.

Compounding this problem is BellSouth's approach to advising NEXTLINK when a cutover cannot occur as scheduled. More often than not, BellSouth does not inform NEXTLINK that its technician is unavailable until the time the cutover is actually scheduled to occur. Sometimes, in fact, BellSouth never tells NEXTLINK of the problem, forcing the NEXTLINK technician at the customer premises to investigate why it is that the cutover is not occurring as scheduled.

Missed provisioning appointments are a significant cause of customer dissatisfaction with local exchange providers. Unless NEXTLINK can provide service when it promises, NEXTLINK will have difficulty in competing with BellSouth for existing BellSouth customers, no matter which company causes the problem. Why should any company switch providers when switching risks problems and inconvenience in obtaining telephone service? In addition, these missed appointments cause significant expense to NEXTLINK. Every time BellSouth misses a provisioning commitment without providing advance notice, NEXTLINK incurs the cost of sending a technician to the customer premises for no reason, along with the cost of wasted time for NEXTLINK's project coordinator.

Q. WHAT ARE SOME OF THE OTHER MORE COMMON PROBLEMS CAUSED BY BELL SOUTH IN PROVISIONING UNBUNDLED LOOPS ORDERED BY NEXTLINK?

A. Several other recurring problems have occurred in transferring customers to NEXTLINK. One of the most significant problems from the perspective of NEXTLINK's customers is that BellSouth often disconnects a customer before the cutover to NEXTLINK is scheduled to occur, abruptly taking the customer out of service, often in the midst of a business day. The most common cause of this problem appears to be that the BellSouth UNE technicians responsible for coordinating with BellSouth central office technicians fail to notify the central office when a cutover has been rescheduled. The technician then disconnects the customer's lines at the originally scheduled cutover time without determining whether NEXTLINK and the customer are prepared for the transfer.

This "disconnect in error" problem has been a source of difficulty between NEXTLINK and BellSouth for many months. NEXTLINK requested that BellSouth perform a root cause analysis to determine the source of these problems as early as September 1997. Nevertheless, the problem continues. For example, in November 1997, NEXTLINK ordered changes in service for six customers all with an FOC of December 8, 1997. BellSouth completed adding service for these customers early on December 2, 1997. Unfortunately, it did not then cancel the orders to disconnect the customers' service. BellSouth completed the disconnect

orders on December 9, 1997, taking all six customers out of service for almost three hours. See Exhibit 4.

Additional disconnects in error have occurred as recently as March 5, 1998 notwithstanding BellSouth's promises to correct the problem. To provide more detail on this ongoing problem, I have attached as Exhibit 5 the communications between NEXTLINK and BellSouth that relate to NEXTLINK's efforts to gain resolution of the problem with BellSouth.

Other common causes for BellSouth's provisioning failures include lack of facilities and inadequate stocking of the equipment needed to perform the customer transfer. To illustrate these problems in more detail, I have attached as Exhibit 6 various communications and memoranda prepared by BellSouth and NEXTLINK that address these issues.

Q. CAN NEXTLINK QUANTIFY THE SCOPE OF THE PROBLEMS CAUSED BY BELL SOUTH IN PROVISIONING LOOPS TO NEXTLINK?

A. To document the extent of the problems NEXTLINK has experienced in transferring customers, NEXTLINK has maintained some statistics on the difficulties in customer cutovers, whether caused by BellSouth, NEXTLINK, or the customer. NEXTLINK began keeping these statistics for its Nashville office in October 1997. Since October 1997, NEXTLINK has placed 150 to 250 orders for unbundled loops per month from its Nashville office totaling approximately 500 to 1000 unbundled loops. In October, 55 of NEXTLINK's 203 orders failed

to cut over as scheduled. Forty of these missed cutovers were caused by BellSouth.

Similar problems occurred in November 1997. BellSouth missed 37 of 154 FOCs. In other words, BellSouth failed to meet its commitments on 24% of the orders made by NEXTLINK.

BellSouth's performance has improved since November 1997. In fact, in February 1998, BellSouth missed only 7% of its provisioning commitments for both the Memphis and Nashville offices of NEXTLINK. As recently as January 1998, however, BellSouth still missed 14.5% of the times scheduled for transferring NEXTLINK customers. Documentation of these missed provisioning appointments is attached as Exhibit 7.

Q. IS THIS PERFORMANCE ACCEPTABLE TO NEXTLINK?

A. BellSouth's performance remains unacceptable to NEXTLINK. Even at its best, BellSouth still causes NEXTLINK to miss the times it has scheduled to transfer significant numbers of its customers. NEXTLINK cannot compete successfully with BellSouth unless NEXTLINK can meet or better BellSouth's treatment of its own customers. NEXTLINK has been prevented from accomplishing this because of BellSouth's performance.

Q DOES BELLSOUTH ALSO MEASURE MISSED PROVISIONING APPOINTMENTS?

ATTACHMENT 16

P R O C E E D I N G S

HEARING EXAMINER: All right.

Let's go ahead and go on record. For the record, we are here this morning of March the 12th, 1998 for the continued hearing of Docket 25835 which concerns the petition of BellSouth Telecommunications asking for approval of a statement of generally available terms and conditions pursuant to Section 252 (f) of the Telecommunications Act of 1996, and BellSouth's notification to this Commission of its intention to file a petition for end-reaching interLATA authority with the FCC pursuant to Section 271 in the Telecommunications Act of 1996.

In the way of preliminary matters, let me note we are joined this morning by Commission President Jim Sullivan.

Also in the way of preliminary

1 itself, that they be provided on a CLEC-
2 specific basis, that they be provided by
3 a MSA-specific basis city by city so that
4 my GM in Montgomery can look at it and
5 say yes, that's the service we are
6 getting, or no, that's not, not combined
7 regionwide or anything like that.

8 And then we would like to see
9 six months of reports and an opportunity
10 for us to audit the reports, take a look
11 at them, like I said, and make sure they
12 are accurate.

13 So that's it for the first two
14 issues of OSS and performance standards.

15 Q. Mr. Falvey, what -- how is
16 BellSouth's performance with regard to
17 unbundled local loops and associated
18 interim number portability?

19 A. I would like to give an update
20 on that performance. The key standard
21 for us, and you can go back and read the
22 sections of our agreement in Section
23 4(d)6, we establish standard expected

1 time of five minutes for cutting over an
2 unbundled loop. And if you look at
3 attachment B, definition thirty, that
4 clarifies that that cutover should
5 include or must include number
6 portability.

7 BellSouth has never met this
8 five-minute standard. They have tried to
9 suggest that it's actually a
10 fifteen-minute standard. I think the
11 language of the contract speaks for
12 itself. It says that if it's fifteen
13 minutes, we get our money back. Fifteen
14 minutes is so bad, we don't have to pay
15 the nonrecurring charge. So five minutes
16 is the standard, and BellSouth has never
17 provided any reports that suggest that
18 they're meeting that five-minute
19 standard.

20 Furthermore, recently we've had
21 cutovers of three hours here in
22 Montgomery. A customer cutover of twelve
23 lines that took three hours. That's just

1 too long. It took from 5:00 in the
2 evening until 8:00 in the evening. And
3 it was twelve lines. So even if you
4 average it out per line, it's at best
5 fifteen minutes per line which is way out
6 of whack with our agreement.

7 Rarely do our cutovers take
8 place within five minutes. And with
9 these lengthy cutovers, there is an
10 additional added expense for ACSI because
11 we have got techs out there, both out in
12 the field and also switch technicians
13 working those orders for an expanded
14 period of time.

15 So one final point on this, we
16 have a lot of resale customers today. We
17 need to migrate those customers to our
18 own facilities. That's the whole point
19 of facilities-based competition. We are
20 going to have to have to send our entire
21 customer base through this cutover
22 process. So, if anything, this issue
23 becomes more and more important as this

ATTACHMENT 17

RAY SWARTZ & ASSOCIATES OF SOUTH CAROLINA
-PROFESSIONAL COURT REPORTERS-
1-800-822-8711

COLUMBIA	CHARLESTON	CAMDEN	LEXINGTON
BEAUFORT	FLORENCE	GREENVILLE	MYRTLE BEACH
HILTON HEAD	NEWBERRY	SPARTANBURG	SUMTER

"SERVING THE LEGAL COMMUNITY SINCE 1957"

- 1 A. FROM THE TIME THEY SAID WE OPPORTUNITY
2 ACTUALLY WANT THIS SPACE?
- 3 Q. EXACTLY.
- 4 A. OKAY. THAT COULD RANGE ANYWHERE FROM
5 PROBABLY IN A VERY, VERY BEST CASE, 45 DAYS
6 TO GOSH, IT COULD TAKE 180 DAYS OR MORE.
- 7 Q. SIX MONTHS?
- 8 A. UH-HUH.
- 9 Q. SO A BRACKET BETWEEN A MONTH AND-A-HALF AND
10 SIX MONTHS ROUGHLY?
- 11 A. YES. UNLESS THERE WOULD BE EXTENUATING
12 CIRCUMSTANCES. SOMETHING HOLDING YOU UP.
- 13 Q. WOULD THAT RANGE YOU THINK GET WORSE IF A
14 CLEC CAME IN AND SAID I NEED COLOCATION
15 SPACE IN EVERY CENTRAL OFFICE IN THE STATE?
- 16 A. YES.
- 17 Q. THE TIME LINE WOULD PROBABLY GET A LOT MORE
18 DON'T YOU THINK?
- 19 A. YES.
- 20 Q. DO YOU KNOW DOES BELLSOUTH HAVE THE
21 CAPABILITY TO BE ABLE TO BUILD COLOCATION
22 SPACE IN EVERY CENTRAL OFFICE IN THE STATE
23 LIKE SIMULTANEOUSLY?
- 24 A. DO WE HAVE -- I'M SORRY. REPHRASE THAT.
- 25 Q. DO YOU HAVE SUFFICIENT CAPABILITY TO BUILD

1 COLOCATION SPACE IN EVERY CENTRAL OFFICE IN
2 SOUTH CAROLINA SIMULTANEOUSLY?

3 A. GIVEN THAT THERE IS SPACE?

4 Q. I'M SORRY. WHAT?

5 A. GIVEN THAT THERE IS SPACE IN THE CENTRAL
6 OFFICES?

7 Q. YES.

8 A. THAT WOULD PROBABLY INDEED CAUSE A BIG
9 BOGDOWN. WE COULD DO IT THROUGH THE USE OF
10 ARCHITECTS THAT WE HAVE IN THE AREA.

11 Q. DO YOU HAVE ANY IDEA HOW LONG IT MIGHT
12 TAKE?

13 A. GOSH, IN THAT INSTANCE, I COULDN'T, BECAUSE
14 THERE ARE OVER 100 CENTRAL OFFICES IN SOUTH
15 CAROLINA.

16 Q. ARE YOU FAMILIAR WITH THE COSTS THAT
17 BELLSOUTH HAS CALCULATED ITS COST STUDY FOR
18 COLOCATION?

19 A. I AM SOMEWHAT FAMILIAR WITH THOSE.

20 Q. AS I LOOK AT THEM, THERE ARE THREE MAJOR
21 COSTS. THERE IS THE APPLICATION COST, THE
22 CABLE INSTALLATION COST AND THE SPACE
23 PREPARATION COST. WOULD YOU AGREE WITH ME
24 THAT THOSE ARE THE THREE BIG DRIVERS?

25 A. AS FAR AS I KNOW. I'M NOT REAL FAMILIAR

1 WITH ALL OF THE COST ELEMENTS.

2 Q. WELL WHAT I WOULD LIKE TO ASK YOU IS IN MR.
3 VARNER'S TESTIMONY, ON HIS ATTACHMENT, THE
4 COST LISTED FOR SPACE PREPARATION IS ICB,
5 INDIVIDUAL CASE BASIS?

6 A. CORRECT.

7 Q. DO YOU HAVE ANY IDEA ON AVERAGE, ON AN
8 AVERAGE CENTRAL OFFICE HOW MUCH IT WOULD
9 COST FOR SPACE PREPARATION IN THE CENTRAL
10 OFFICE?

11 A. THERE IS NO ANSWER TO THAT. THAT IS TRULY
12 WHY IT IS AN ICB. YOU COULD GO TO ONE
13 CENTRAL OFFICE, AND YOU MIGHT EVEN HAVE A
14 ROOM THAT'S EXISTING SITTING RIGHT THERE
15 THAT YOU COULD USE A VERY MINIMAL WORK. ON
16 THE OTHER HAND, YOU MIGHT HAVE A CONVOLUTED
17 PATH TO GET TO ANY SPACE ANYWHERE IN THE
18 CENTRAL OFFICE OR YOU MIGHT HAVE TO REMOVE
19 ASBESTOS OR YOU MIGHT HAVE TO DO ANY NUMBER
20 OF THINGS THAT COULD -- THE RANGE WOULD BE
21 TREMENDOUS.

22 Q. IS THERE A TYPICAL CENTRAL OFFICE SPACE?

23 A. NO.

24 Q. IS THAT WHY YOU CAN'T GIVE ME AN AVERAGE?

25 A. CORRECT.

1 Q. CAN YOU GIVE ME A RANGE FROM THE EASIEST
2 CENTRAL OFFICE TO THE MOST EXPENSIVE
3 CENTRAL OFFICE FOR COLOCATION PURPOSES?

4 A. AND THAT WOULD BE FOR -- NO. I REALLY
5 CAN'T.

6 Q. AND I GUESS I'M TRYING TO FIGURE OUT.
7 COULD IT GO UP TO SAY \$100,000 FOR SPACE
8 PREPARATION?

9 A. OH, YES.

10 Q. COULD IT BE MORE?

11 A. SURE.

12 Q. IT'S JUST HARD TO PREDICT SITTING HERE
13 TODAY WHAT IT WOULD BE?

14 A. IT IS ALMOST IMPOSSIBLE TO PREDICT WHAT IT
15 WOULD BE, BECAUSE THE, AS I SAY, THE AGE OF
16 SOME OF THESE FACILITIES, YOU HAVE NO IDEA
17 WHAT YOU'RE REALLY GETTING INTO. AND IT
18 COULD BE SO CONVOLUTED AND SO MUCH WORK
19 THAT YOU HAVE TO DO THAT IT'S AN UNLIMITED
20 -- WELL IT'S NOT UNLIMITED CERTAINLY --
21 BUT IT WOULD BE A TREMENDOUS AMOUNT OF
22 MONEY. I WOULD IMAGINE THAT A CERTAIN
23 POINT THAT IT WOULD BE COST PROHIBITIVE
24 EVEN.

25 Q. DO YOU KNOW FOR PURPOSES OF ITS COST STUDY

ATTACHMENT 18

STATE OF NEW YORK
PUBLIC SERVICE COMMISSION

-----	X	
	:	
Petition of New York Telephone Company	:	
for Approval of its Statement of Generally	:	
Available Terms and Conditions Pursuant to	:	
Section 252 of the Telecommunications Act	:	Case 97-C-0271
of 1996 and Draft Filing of Petition for	:	
InterLATA Entry Pursuant to Section 271 of	:	
the Telecommunications Act of 1996 to	:	
Provide In-Region, InterLATA Services in	:	
the State of New York	:	
	:	
-----	X	

AFFIDAVIT OF KAREN MAGUIRE ON BEHALF OF
BELL ATLANTIC - NEW YORK

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss:

Karen Maguire, being duly sworn upon oath, deposes and states as follows:

1. My name is Karen Maguire. My business address is 375 Pearl Street, 15th Floor, New York, NY 10038. I am the Director of Project Management - Large Customer Networks for Bell Atlantic. My responsibilities include the implementation of collocation in New York State.

2. I received my Bachelor of Science in Electrical Engineering degree from Manhattan College and my Masters of Business Administration degree from the University of Pennsylvania